

Amendment 170 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 170 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 6th day of January, 2012, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the work necessary to change, for escheatment purposes, the trigger date when the cards will be blocked in the RFC system. This work is performed per Change Request CR-067800 *Delay Blocking Cards for Escheatment v5*
- C. The Parties agree that the Work necessary to complete the described tasks will be performed and compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the system updates as described below:

- (a) Create a configuration file (.ini) to maintain the dates for triggering escheatment and the relevant applicable date period
- (b) Change the trigger date from 30 September current year to 30 September 2016.
- (c) The contractor will execute the logic to block the cards on 30 September so that at midnight on 30 September the cards will be blocked.

Section 2.0 Schedule

2.1 The Contractor will complete this work in the MR 15 Express Release (MR15XR).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 170

To perform the necessary work to update the RFC System to change the "trigger" and "last activity" dates for escheatment purposes.	
TOTAL	\$5,739

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Seventy shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: [Signature]
Its: General Manager
Date: 1/5/12

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: January 6, 2012